

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

AC2T, Inc., d/b/a Spartan Mosquito,	:	
Plaintiff,	:	Civil Action
	:	Case Number: 2:19-cv-05946-RBS
v.	:	Jury Trial Demanded
	:	
Colin Purrington,	:	
	:	
Defendant.	:	
	:	

ORDER

It is hereby ordered that the following provisions shall govern claims of confidentiality in these proceedings:

1. The following documents and information may be designated as “Confidential”:
 - a. Confidential or proprietary research, development, manufacturing, or commercial or business information, trade secrets, customer lists, financial data, and production data.
 - b. Personal identifiers and financial information.
2. A party producing Confidential documents may designate documents or parts thereof as such by stamping “Confidential” on each page, and/or, if such documents are produced in electronic format, labeling the folder containing the documents “Confidential”.
3. At the time of a deposition or within 10 days after receipt of the deposition transcript, a party may designate specific portions of the transcript as “Confidential” if they meet the definition set forth in paragraph 1 above.
4. Confidential documents, or the Confidential parts documents that are so designated, shall be shown only to the parties, their counsel, their experts, and court personnel. Confidential discovery material produced in this litigation may only be used in connection with this litigation.
5. Inadvertent disclosure of a confidential document shall not be deemed a waiver, and a party realizing that there has been an inadvertent disclosure of a document that should be “Confidential” may so designate by apprising all parties in writing, and thereafter such documents shall be treated as “Confidential”.
6. If a party believes that a document designated “Confidential” does not warrant such designation, the counsel shall first make a good-faith effort to resolve the dispute. If the dispute cannot be resolved, either party may apply to the Court for a determination as to whether the “Confidential” designation is appropriate.

7. A party may file “Confidential” documents or “Confidential” parts thereof under seal, and if a filing describes the contents of a “Confidential” document, then that part of the filing shall be redacted and filed under seal.

8. Within a reasonable time following this litigation (including any appeal), a party who received Confidential documents shall return to the producing party or destroy all Confidential documents it has received.

By the Court:
